



**First American National Bank  
of St. Cloud**  
Member Bremer Financial Corporation

1100 St. Germain  
St. Cloud, Minnesota 56301  
(612) 251-3300

5-219A055

No.

Date AUG 7 1985

Fee \$ 10.00

ICC Washington, D.C.

RECORDATION NO. 14767 Filed 1425

**AUG 7 1985 - 3 40 PM**  
**INTERSTATE COMMERCE COMMISSION**

August 1, 1985

Interstate Commerce Commission  
Interstate Commerce Building  
Washington, D.C. 20423

RE: Security Interest of The First American National Bank of St. Cloud

Gentlemen:

You are hereby requested to record the enclosed Security Agreement, of which there is one original and two counter parts. Enclosed is a check in the amount of \$10.00 to cover your recording fee.

Under the Security Agreement, K & W Trucking Co., Inc., whose address is P.O. Box 1415, St. Cloud, MN 56302, grants a security interest in the equipment hereinafter described in this letter, to The First American National Bank, a U.S. Corporation, whose address is 1100 St. Germain, St. Cloud, MN 56301.

The Security Agreement refers to the railway equipment consisting of ICC Road Number : 800850, 800851, 800852, 800853 & 800854.

When recorded, the document should be returned to:

The First American National Bank of St. Cloud  
P.O. Box 847  
St. Cloud, MN 56302

Thank you!

Sincerely,

Pat Winter  
Commercial Loans

PW:p

Enclosures

ICC OFFICE OF  
THE SECRETARY  
AUG 7 3 40 PM '85  
MOTOR OPERATING UNIT

Interstate Commerce Commission  
Washington, D.C. 20423

8/8/85

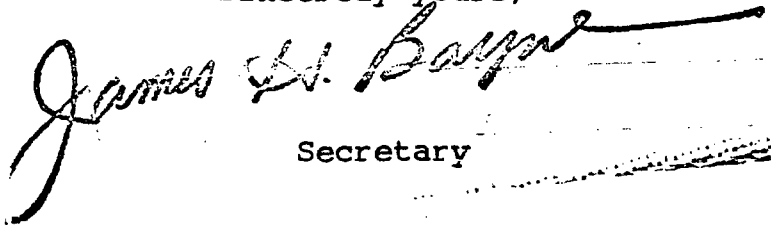
OFFICE OF THE SECRETARY

Pat Winter  
Commercial Loans  
First American Natl. Bank Of St. Cloud  
1100 St. Germain  
St. Cloud, Minnesota 56301

Dear Ms. Winter:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/7/85 at 3:40pm and assigned re-  
recording number(s) .14767.

Sincerely yours,

  
Secretary

Enclosure(s)

# SECURITY AGREEMENT

Date August 1, 19 85

Debtor(s) Name(s) & Address(s)	K & W Trucking Co., Inc.	Secured Party(s) Name(s) & Address(s)	THE FIRST AMERICAN NATION/
	P.O. Box 1415		OF ST. CLOUD
	St. Cloud, MN 56302		ST. CLOUD, MINNESOTA 5630

TYPE OF SECURITY AGREEMENT: ☐ Consumer Goods ☐ Equipment ☐ Inventory for Resale or Lease  
☐ Inventory, Accounts & Contract Rights ☐ Fixtures ☐ Farm Products  
☐ General Intangible Items

The above named Debtor(s) hereinafter called Borrower (s)) hereby grants to the above named Secured Party (hereinafter called security interest in the following described property (hereinafter called Collateral and including all proceeds, products and accession

5 70-Ton Articulated Intermodal Flat Cars complete with built-up Welded Center Sills, 15" end-of-car Hydraulic Cushion Units, two ABDW Air Brake Systems, one-wear Heat Treated Wheels, one Fixed Container Beam, one Moveable Container Beam and Locking Pin Collars applied to the Top Cover Plate of the Center Sill, Stucki HS-10 Hydraulic Snubbers and Standard Car Truck Company's Model #28R Mileage Meters. Serial Numbers #800850, 800851, 800852, 800853 & 800854.

RECORDATION NO. 14767 FILE 1426

AUG 7 1985 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

All equipment together with all parts, accessories, repairs, improvements, substitutions, and replacements, therefore, at any time hereinafter made or hereafter at any time acquired by borrower or in which borrower obtains rights.

All property of every kind and description in which the Borrower has or may acquire any interest now or hereafter at any time in the control of the Bank for any reason including, without limitation, property delivered to the Bank as collateral for safekeeping, or for collection or exchange for other property, and all dividends and distributions on and other rights in connection with such property:

All inventory and personal property now owned or hereafter at any time acquired by Borrower, which is held for sale or lease, or is furnished or to be furnished under contracts of service, or is held as raw materials, work in process or materials used or consumed or to be used or consumed in Borrower's business, and all manufacturing and processing rights, patents, patent rights, licenses, trademarks, trade names and copyrights in connection therewith, including, without limiting the generality of the foregoing: All Documents of Title now existing or hereafter at any time acquired by Borrower and covering Goods of any type or kind hereinabove described;

All Accounts (rights to payment for Goods sold or leased or for services rendered) of Borrower now existing or hereafter at any time acquired.

All Contract Rights (rights to payment under a contract for the sale or lease of Goods or the furnishing of services, which rights have not been earned by performance) of Borrower now existing or hereafter at any time arising;

To secure payment to the Bank at its banking house at the address stated above all notes and all other indebtedness, liabilities, and obligations of Debtor to Secured Party, due or to become due, whether now existing or hereafter arising and howsoever evidenced or acquired whether direct, indirect, absolute or contingent, or whether several, joint, or joint and several (hereinafter collectively called the "Obligations").

Borrower(s) Warrants and Agrees:

1. The Collateral is or will be kept at the following location or locations if different than above.  
Inventory Collateral: (street address, city, county, state)

Accounts and Contract Rights: (address of place or places where Borrower keeps its books and records concerning Accounts and Contract Rights if different than above)

and will not be removed from such location or locations unless, prior to any such removal, Borrower has given written notice to the Bank of the location or locations to which Borrower desires to remove the Collateral and the Bank has given its written consent to such removal.

2. The Borrower is an ☐ Individual ☒ Partnership, Corporation or other organization.

The Collateral ☒ will ☐ will not be acquired by Borrower with the proceeds of the loan or advance made on or about the date hereof. If the Collateral will be so acquired, the Bank is authorized to disburse such proceeds directly to the seller of the Collateral.

The Borrower will use the Collateral primarily for ☐ personal, household, or family purposes; ☐ farming operations; ☒ business purposes. If the Collateral is or will become attached to real estate, is crops, timber to be cut, mined products, gas or oil to be extracted; The legal description of the real estate is:

I Certify that this is a true and accurate copy of Security Agreement dated August 1, 1985 by K & W Trucking Co., Inc.

John E. Herges, Vice President

and the name of the record owner is \_\_\_\_\_

By signing below, the Borrower(s) agree(s) to all the provisions contained herein (including those set forth on the reverse side hereof) on the inception date listed at the top of this agreement.

Authorized Signature(s) of Secured Party — sign below if filing this document.

The First American National Bank of St. Cloud

John E. Herges, Vice President  
Acknowledged 8-1-85

BANKERS SYSTEMS INC., ST. CLOUD, MINN.

Borrower K & W Trucking Co., Inc.

Arnold E. Anderson

(Title)  
Vice President  
(Title)

By Acknowledged 8-1-85



MINNESOTA COMMERCE COMMISSION

REC 1 1985 2 20 PM

RECORDED BY 14101

**SECURITY AGREEMENT**Date **August 1**, 19 **85**

Debtor(s) Name(s) & Address(s)	<b>K &amp; W Trucking Co., Inc.</b> <b>P.O. Box 1415</b> <b>St. Cloud, MN 56302</b>	Secured Party(s) Name(s) & Address(s)	<b>THE FIRST AMERICAN NATIONAL</b> <b>OF ST. CLOUD</b> <b>ST. CLOUD, MINNESOTA 56302</b>
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All property of every kind and description in which the Borrower has or may acquire any interest now or hereafter at any time in the control of the Bank for any reason including, without limitation, property delivered to the Bank as collateral for safekeeping, or for collection or exchange for other property, and all dividends and distributions on and other rights in connection with such property:

All inventory and personal property now owned or hereafter at any time acquired by Borrower, which is held for sale or lease, or is furnished or to be furnished under contracts of service, or is held as raw materials, work in process or materials used or consumed or to be used or consumed in Borrower's business, and all manufacturing and processing rights, patents, patent rights, licenses, trademarks, trade names and copyrights in connection therewith, including, without limiting the generality of the foregoing: All Documents of Title now existing or hereafter at any time acquired by Borrower and covering Goods of any type or kind hereinabove described;

All Accounts (rights to payment for Goods sold or leased or for services rendered) of Borrower now existing or hereafter at any time acquired. All Contract Rights (rights to payment under a contract for the sale or lease of Goods or the furnishing of services, which rights have not been earned by performance) of Borrower now existing or hereafter at any time arising;

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The First American National Bank of St. Cloud

John E. Herges, Vice President  
Acknowledged 8-1-85

Borrower K & W Trucking Co., Inc.

B Harold K. Anderson (Title) Vice President

By Acknowledged 8-1-85

